HO BOCK KEE v. CENTRAL PROVIDENT FUND BOARD

[O.C.J. (Rajah J.) February 13, 1980]

[Singapore — Case Stated No. 1 of 1979]

Contract — Claim for breach of conditions — Notice given — Specific conditions for termination laid out in contract — Whether Notice effective.

Arbitration — Case stated — Arbitration Act (Cap. 16), s. 28(1)(a).

The facts in this case are briefly as follows. By a written contract of June 4, 1971, the claimant (a building contractor) agreed to erect a large building for the respondents at Robinson Road, Singapore. The said contract was governed by, *inter alia*, a set of 40 clauses styled "Conditions of Contract".

During the carrying out of the works by the claimant the respondents purported to determine the contract under Clause 34(a) of the Conditions of Contract. The claimant contended that the purported determination was unjustified on the facts and that the procedure prescribed by Clause 34(a) and Clause 1A(d) of the Conditions for determination of the contract was not followed.

On October 25, 1974, the Superintending Officer gave Notice to the claimant pursuant to the provisions of clause 34(a) that in his opinion the claimant was failing to proceed with reasonable diligence with the works and that the claimant was accordingly in default under the provisions of clause 34. The said Notice also stated that in the event that such default should continue for seven days after October 25, 1974, the said Superintending Officer reserved the right to determine the contract. On November 2, 1974, the Chairman of the respondent Board gave Notice to the claimant terminating the contract with effect from the date of notice. Both Notices of October 25, 1974 and November 2, 1974 bore the words "A.R. Registered" but were sent by hand.

This case was primarily stated in regard to the said procedural aspect. The following questions of law were posed for the determination of the court:—

1. Is the Notice of October 25, 1974 invalid on account of its having been given by the Superintending Officer?

2. Is the Notice of October 25, 1974 invalid on account of its not having been sent by registered post?

3. Is the Notice of November 2, 1974 invalid on account of there being no valid notice of default?

4. Is the Notice of November 2, 1974 invalid on account of its not having been sent by registered post?

5. Does the Arbitrator under clause 40 have power to review and revise the Notice of October 25, 1974.

Held: (1) the answer to Question 1 was in the negative. The Notice of October 25, 1974 was not invalid merely on account of its having been given by the Superintending Officer;

(2) the mode of communication only becomes vital if the offeror clearly insists on acceptance in a particular mode or manner. In this case the words used were very clear and explicit that the parties intended that only notice by registered post and no other, should operate to determine. The answer to Question 2 was therefore in the affirmative;

(3) the answer to Question 3 was in the affirmative;

(4) the answer to Question 4 was in the affirmative;

(5) the answer to Question 5 was in the negative as the notice was a procedural step in a forfeiture clause.

Cases referred to:-

(1) *Goodwin & Sons* v. *Fawcett* 1945 Estates Gazette 186.

(2) *Yates Building Company Ltd.* v. *R.J. Pulleyn & Sons (York) Ltd.* 176 Estates Gazette 123.

(3) *Eriksson* v. *Whalley* [1971] 1 N.S.W.L.R. 397.

(4) *Tinn* v. *Hoffmann & Co.* (1873) 29 L.T. 271.

(5) *Eliason* v. *Henshaw* (1819) 4 Wheaton 225; 4 Law Ed. 556.

(6) *Manchester Diocesan Council of Education* v. *Commercial and General Investments* [1970] 1 W.L.R. 241.

CASE STATED.

Desmond Wright Q.C. (*Wong Meng Meng* with him) for the claimant.

A.J. Butcha Q.C. (*Goh Heng Leong* with him) for the respondents.

Cur. Adv. Vult.

Rajah J.: This is a special case stated for the decision of the court pursuant to section 28(1)(a) of the Arbitration Act, Chapter 16.

By a contract in writing made the 4th day of June, 1971 the claimant who is a building contractor agreed to erect a large building for the respondents at Robinson Road, Singapore (the work to be carried out under the contract is referred to as "the works"). The contract was governed by, *inter alia*, a set of 40 clauses styled "Conditions of Contract".

Disputes and differences having arisen between the claimant and the respondents within the scope of the arbitration clause, an arbitrator was appointed to hear and determine such disputes and differences.

The claimant and respondents, having agreed that certain questions of law arise, asked the arbitrator to state this special case for the decision of the court.

During the carrying out of the works by the claimant the respondents purported to determine the contract under Clause 34(a) of the Conditions of Contract. The claimant contends that not only was such purported determination unjustified on the facts but also that the procedure prescribed by the said Clause 34(a) and Clause 1A(d) of the Conditions for determination of the contract was not followed and it is in regard to this procedural aspect that this special case is primarily stated. Clauses 34(a) and 1A(d) read as follows: —

"34(a) Default — If the Contractor shall make default in any of the following namely:

(i) without reasonable cause wholly suspends the Works before completion;

(ii) fails to proceed with the Works with reasonable diligence;

(iii) refuses or to a substantial degree persistently neglects after notice in writing from the Superintending Officer to remove defective work or improper materials,

then, if any such default shall continue for seven days after a notice sent by registered post to the Contractor from the Superintending Officer specifying the same, the Superintending Officer may without prejudice to any other rights herein contained thereupon by notice sent by registered post determine this Contract; provided that notice hereunder shall not be given unreasonably or vexatiously and such notice shall be void if the Board is at the time of the notice in breach of this Contract.

1A.(d) Notwithstanding any provision to the contrary in these Conditions contained, it is hereby agreed that the right to take action and/or initiate proceedings on behalf of the Board under Clauses 31, 32, 34, 35 or 40 hereof is expressly reserved to the Chairman, Central Provident Fund Board."

The following facts are agreed: —

(1) By notice in writing dated October 25, 1974 Mr. Seah signing himself as Superintending Officer gave notice to the claimant pursuant to the provisions of Clause 34(a) that, in his opinion the claimant was failing to proceed with reasonable diligence with the works and that the claimant was accordingly in default under the provisions

of Clause 34. Such notice also informed the claimant that in the event that such default should continue for seven days after October 25, 1974, Mr. Seah reserved the right without prejudice to any other rights under the contract to determine the contract in which event Mr. Seah would advise the respondents of their rights under the provisions of Clause 34(d) of the Conditions. A copy of such notice is contained in Annex I.

(2) Although the notice dated October 25, 1974 bears the words "A.R. Registered", it was not sent by registered post but was delivered by hand by Mr. Seah on October 25, 1974 to Mr. Ho Chung Kee, a member of the claimant's staff.

(3) By notice in writing dated November 2, 1974 the Chairman of the respondent Board gave notice to the claimant terminating the contract with effect from the date of the notice. A copy of such notice is contained in Annex II.

(4) Although the notice dated November 2, 1974 bears the words "A.R. Registered", it was not sent by registered post but was delivered by hand on November 2, 1974 to Mr. Michael Chan, a member of the claimant's staff.

The claimant contended before the arbitrator that:

(1) The notice of October 25, 1974 was of no effect because:

(a) on account of the provisions of Clause 1A(d) of the Conditions only the Chairman had the right to take action and/or initiate proceedings on behalf of the respondents under Clause 34 of the Conditions;

(b) on account of the provisions of Clause 1A(d) of the Conditions the Superintending Officer had no power to give a notice under Clause 34 of the Conditions;

(c) it was not a notice by registered post as required under Clause 34.

(2) The notice of November 2, 1974 was of no effect because

(a) there had been no valid notice given to the claimant specifying the default as required by Clause 34;

(b) it was not a notice by registered post as required under Clause 34.

(3) Both notices are invalid on the facts.

(4) The arbitrator has power under Clause 40 of the Conditions of Contract to review and revise the notice of October 25, 1974.

The respondents contended before the arbitrator that the contract was not only validly determined on the facts but also that upon the true construction of the contract:

(1) The notice of October 25, 1974 was properly given by the Superintending Officer, Mr. Seah.

(2) Service by hand of the notices of October 25 and November 2, 1974 was sufficient and effective notice thereof.

(3) Since the notice of October 25, 1974 complied with the requirements of Clause 34 in all material aspects the respondents are required only to prove relevant default or defaults on the part of the claimant during the period which elapsed between their giving of the notice of October 25, 1974 and the giving of the notice of November 2, 1974.

The questions of law for the determination of the court are:

(1) Is the notice of October 25, 1974 invalid on account of its having been given by Mr. Seah?

(2) Is the notice of October 25, 1974 invalid on account of its not having been sent by registered post?

(3) Is the notice of November 2, 1974 invalid on account of there being no valid notice of default?

(4) Is the notice of November 2, 1974 invalid on account of its not having been sent by registered post?

(5) Does the arbitrator under Clause 40 have power to review and revise the notice of October 25, 1974? The relevant part of Clause 40 reads:

"... The Arbitrator shall have power to review and revise any certificate, opinion, decision, requisition or notice and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no such certificate, opinion, decision, requisition or notice had been given. ..."

Question 1

Is the notice of October 25, 1974 invalid on account of its having been given by the Superintending Officer?

Condition 34 provides for the determination of the contract under three heads, namely, (a) default in performance of the contract by the contractor (Clause 34(a)); (b) bankruptcy or assignment by the contractor (Clause 34(b)) and (c) gifts inducements and rewards offered or given by the contractor in relation to the contract (Clause 34(c)). Clause 34(b) and (c) are set out in Annex III. Under (a) it is quite clear that it is the Superintending Officer who is to give the first notice as well as the second notice. Under (b) it is again the Superintending Officer who is to give the notice. Under (c) it is the Board (respondents) who is to give the notice.

However, the question of who is to give the notice determining the contract does not rest with Clause 34 on its own. It is not in dispute that for the purpose of answering this question Condition 34 should be read together with Condition 1A(d). Counsel for the claimant contended before me that the first notice should have been signed by the Chairman and that Condition 1A(d) was put in expressly to take away from the Superintending Officer the power to determine the contract and to reserve such power to the Chairman. I do not accept the reading counsel seeks to place on these two clauses when read together. I think what Condition 1A(d) says is that, despite what Condition 34(a) says, there is reserved to the Chairman of the Board also the power to act under Condition 34(a). In my view the proper reading of these two conditions is that Condition 1A(d)

gives a reserve power to the Chairman but does not deprive the Superintending Officer of his power to give the first and second notices. In other words, either the Superintending Officer or the Chairman may give the first and/or the second and final notice.

This being my view, the answer to Question 1 is in the negative, that is to say that the notice of October 25, 1974 is not invalid merely on account of its having been given by the Superintending Officer (Mr. Seah).

Question 2

Is the notice of October 25, 1974 invalid on account of its not having been sent by registered post?

In arriving at a decision on this question it is important to keep in mind that the building (45 storeys) to be erected was one of the most prestigious and expensive projects of the last decade in Singapore. One has only to look at the claim, which is for $6.2 million, and the counterclaim, which is for $7.5 million, to realise that the parties would necessarily have approached the signing of the contract and its 40 conditions with the utmost seriousness and solemnity.

It was common ground that Condition 34 being a forfeiture clause should be construed strictly, but counsel for the respondents qualified this by saying that commonsense should prevail regarding the machinery of the forfeiture.

Two English cases, namely, *Goodwin & Sons* v. *Fawcett*[1] and *Yates Building Company Ltd.* v. *R.J. Pulleyn & Sons (York) Ltd.*[2] and an Australian case *Eriksson* v. *Whalley*[3] were cited to me.

The first of these two English cases was a special case stated by the arbitrator to the court, at the request of counsel for the owners, on the question that the notice served on the builders (claimants) by the owners (respondents) under Clause 19(a) (forfeiture clause) of the Building Contract was not valid because it was sent to them (the claimants) by recorded delivery and not by registered post as required by the forfeiture clause. In a short, skimpy and somewhat unsatifactory report of the case John Stevenson J. is reported as having said in his oral judgment, "Only on the strictest construction of Clause 19(a) of the condition of contract could the view of the arbitrator and his legal assessor be supported, and the question for the court must be answered in the respondents' favour."

The second English case was about a notice, exercising an option to buy building flats, to be sent by registered or recorded delivery post to the vendors or their solicitors. The option had to be exercised by notice in writing given by or on behalf of Yates to Pulleyns or to Pulleyns' solictors at any time between April 6, 1973 and May 6, 1973, such notice to be sent by registered or recorded delivery post to the registered office of Pulleyns or the offices of their said solicitors. The option was exercised within the time-limit imposed but notice exercising the option was sent by ordinary post and not by registered or recorded delivery post. The court held that as the requirement in the option clause was not mandatory the exercise of the option by ordinary post was good enough in a case in which the notice was actually received by the officer within the time-limit set by the option.

In the Australian case, the plaintiff, as proprietor, and the defendant, as builder, entered into a building contract providing, *inter alia*, that if the builder made default in certain ways and continued in default for fourteen days after a notice by registered post, specifying the default, had been given to him by the architect, the proprietor might thereupon by notice by registered post determine the builder's employment under the contract. The contract also provided for the reference of disputes to arbitration.

On April 28, 1969, while building was in progress, the architect requested the builder to attend a meeting on the site on April 30, 1969. As the builder did not attend the meeting the architect handed the builder's foreman, who was present, a letter signed by the architect and addressed to the builder which purported to be a notice specifying certain matters of default. On May 14, 1969 the architect posted to the builder by registered post a letter signed by the architect and purporting to determine the builder's employment under the contract. The builder received the letter on May 15, 1969. The question whether the contract had been validly determined was referred to arbitration and the arbitrators found that it had not, and stated a case for the opinion of the court. It was held, *inter alia*, that the notice of default was bad because it was not given by registered post, as required by the contract.

Counsel for the claimant in his "notice sent by registered post" argument before me contended that in the matter of the manner of the sending of notices three basic forms of wordings would be used:

(1) 'Notice by Registered Post'

(2) 'Notice sent by Registered Post'

(3) 'Notice in writing, such notice to be sent by Registered Post'

and that (1) and (2) are mandatory or obligatory on the part of the person giving the notice (Lord Denning last paragraph page 125 of the *Yates* case) while in (3) the only obligatory part is the giving of the notice in writing whereas the rest of the words namely, "such notice to be sent by Registered Post" is merely directory (Lord Denning pages 125-6 of *Yates* case). He submitted that in the instant case the words "notice sent by registered post" were mandatory or obligatory and not directory. On the other hand, counsel for the respondents submitted that on the true construction of these words as they find themselves in Condition 34(a) they are merely directory and that I should apply to them the principles set out by the Court of Appeal in the *Yates* case and take a commonsense view of the matter as did John Stevenson J. in the *Goodwin & Sons* case. However, counsel for the claimants contended that the case of *Goodwin & Sons* was wrongly decided, and that I should reject it. He invites me to follow the Australian case as it represents the correct and better view of how a forfeiture clause in a building contract should be construed.

The first point to notice about the *Yates* case is that it deals with the formation of a contract, more

particularly the communication of the acceptance of an offer and not with the construing of a forfeiture clause in a written building contract. Lord Denning in his judgment therein cites three cases, namely: (1) *Tinn* v. *Hoffmann & Co.*,[4] (2) *Eliason* v. *Henshaw*[5] and (3) *Manchester Diocesan Council of Education* v. *Commercial and General Investments*[6] and all these three cases deal with the communication of the acceptance of an offer. Lord Justice Buckley in his judgment in the *Manchester Diocesan Council of Education* case says: —

"Where, however, the offeror has prescribed a particular method of acceptance, but not in terms insisting that only acceptance in that mode shall be binding, I am of opinion that acceptance communicated to the offeror by any other mode which is no less advantageous to him will conclude the contract." (page 246C).

Commenting on this statement of the law Lord Denning in the *Yates* case has this to say: —

"It seems to me that Buckley J. was there adopting the same test as I have stated. If the offeror uses terms insisting that only acceptance in a particular mode is binding, it is mandatory. If he does not insist, and it is sufficient if he adopts a mode which is no less advantageous, it is directory." (page 127 paragraph 4).

On the authority of this case it would appear that an offeror will need to use very clear words before a means of communication will be treated as mandatory.

In the instant case the problem is not one of construing whether the means of communication adopted in the acceptance of an offer has created a binding contract but one of whether the terms of a forfeiture clause in a written building contract has been so complied with that the contract has been effectively determined. On the question of when the acceptance of an offer binds the offeror the courts place greater importance on the fact of communication to the offeror within due time rather than on the mode of communication used by the offeree. The mode of communication only becomes vital if the offeror clearly insists on acceptance in a particular mode or manner.

John Stevenson J. in his oral judgment (page 187) says, "The whole contract must be construed in a commonsense business way as a building contract and this notice had been properly served on the true interpretation of the words used." I cannot accept the learned judge's proposition that words in a forfeiture clause in a building contract, more particularly one relating to such an expensive and prestigious project, such as the Central Provident Fund Building, should be construed in "a commonsense business way". The parties herein have expressly and categorically agreed that if the building contract has to be terminated for the reasons set out in Condition 34(a) or 34(b) then notice determining the contract must be sent by registered post. In the particular circumstances of the instant case the words used are very clear and explicit that the parties intended that only notice by registered post, and no other, should operate to determine the contract. A reading of all the conditions of this building contract will show that of all the conditions dealing with written notices under the contract only the forfeiture clauses namely, Conditions 34(a) and 34(b) expressly provide not only for a written notice but also for its means of communication.

Conditions 5(b), 32(a), 33, 34(d)(iii) and 40 of the Contract merely make provision for the giving of "a written notice" or a "notice in writing" but not for the means of communicating such notices. This fortifies me in my view that the parties herein in so far as determination of the contract under Condition 34(a) or 34(b) is concerned have expressly agreed that such determination had to be effected by notice sent by registered post, and no other. I must therefore give full effect to the clear intention of the parties. What counsel for the respondents is asking me to do is to say that the parties to the contract in the instant case intended that the restrictive phrase "notice by registered post" in Conditions 34(a) and 34(b) should have no different a meaning than the unrestrictive phrases "written notice" and "a notice in writing" in Conditions 5(b), 32(a), 33, 34(d)(iii) and 40.

For these reasons I reject the submissions of the counsel for the respondents and agree with counsel for the claimants that the better view for me to follow is that set out in the Australian case of *Eriksson* v. *Whalley, supra*, the facts of which are in all material respects the same as in the instant case.

The answer to Question 2 is therefore in the affirmative.

Question 3

Is the notice of November 2, 1974 invalid on account of there being no valid notice of default?

The answer is in the affirmative.

Question 4

Is the notice of November 2, 1974 invalid on account of its not having been sent by registered post?

The answer is in the affirmative.

Question 5

Does the arbitrator under Clause 40 have power to review and revise the notice of October 25, 1974?

The short answer is in the negative as the notice is a procedural step in a forfeiture clause.

Order accordingly.

ANNEX 1

Messrs Ho Bock Kee
597-A Geylang Road
Singapore 14.

RE: *CENTRAL PROVIDENT FUND BOARD BUILDING AT ROBINSON ROAD — CONTRACT NO. PWD 288/1971*

I HEREBY GIVE YOU NOTICE pursuant to the provisions of clause 34(a) of the Conditions of Contract forming part of the Contract dated the 4th June, 1971, and made between you and the Central Provident Fund Board for the Construction of the Central Provident Fund Board building at Robinson Road, Singapore that in my opinion you are failing to proceed with reasonable diligence with the Works specified in the said contract and the Supplemental Agreement dated 7th February, 1974 and that you are accordingly in default under the provisions of clause 34 aforesaid. Particulars of your failure are set out in the schedule to this Notice. I also hereby give you notice that in the event that such default shall continue for seven days after the date of

this Notice, I reserve the right without prejudice to any other rights under the said Contract to determine the said Contract, in which event I shall advise the Central Provident Fund Board of their rights under the provisions of clause 34(d) of the said Conditions of Contract.

Dated this 25th day of October 1974.

Signed
Superintending Officer.

c.c.
Chairman, CPF Board
General Manager, CPF Board
DPW

ANNEX II

A.R. REGISTERED

M/s Ho Bock Kee General Contractor
597A Geylang Road
Singapore 14.

WHEREAS:

(i) By a Contract dated the 4th June 1971 and made between you, Ho Bock Kee and the Central Provident Fund Board it was agreed that you would construct the Central Provident Fund Building at Robinson Road for the consideration therein stated.

(ii) By Condition 34(a) of the conditions of the said contract the Superintending Officer is empowered to terminate the said contract after giving you, by registered post, notice of default and upon your failure to comply therewith within seven days of the date of the said notice.

(iii) Notice of Default was served upon you and you have failed to comply with such notice.

NOW TAKE NOTICE that I the Chairman acting under powers reserved by Condition 34 of the said contract hereby terminate the said contract with effect from the date of this notice.

Dated the 2nd day of November, 1974.

WILLIAM CHENG
Chairman,
Central Provident Fund Board.

ANNEX III

34(b) Bankruptcy or Assignment. — If the Contractor

(i) commits an act of bankruptcy; or

(ii) becomes insolvent or compounds with or makes any assignment for the benefit of his creditors; or

(iii) assigns or sub-contracts the Contract or any portion thereof without the written permission of the Superintending Officer;

then, and in any such event, the Superintending Officer may without prejudice to any other rights herein contained by a notice sent by registered post determine this Contract.

(c) The Board shall be entitled to determine the employment of the Contractor under this Contract and to recover from the Contractor the amount of any loss resulting from such determination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with the Board, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with the Board, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other Contract with the Board the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code (Chapter 119) or Prevention of Corruption Ordinance (Chapter 121) or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the said Ordinances.

Solicitors: *Lee & Lee; Allen & Gledhill.*

A MALAYSIAN REPORTS

LAI KIM HON & ORS. v. PUBLIC PROSECUTOR*

[F.C. (Suffian L.P., Ibrahim Manan & Abdul Hamid F.JJ.) April 16, 17 & May 15, 1980]

[Kuala Lumpur — Federal Court Criminal Appeal No. 23 of 1978]

B *Criminal Law and Procedure — Voluntarily causing hurt to extort confession — Police officers assaulting suspect and causing his death — Sentence — Penal Code, ss. 34 & 330.*

Police — Allegation of brutality — Wide powers — Duty to protect public — Exercise of powers.

In this case the appellant, who were police officers, were convicted in the High Court with the offence of voluntarily causing hurt to extort a confession an offence under section 330 read with section 34 of the Penal Code. The first appellant C a Chief Inspector, was sentenced to 3 years' imprisonment, the second appellant to 18 months and the third and fourth appellants to 12 months each. They appealed against their conviction and sentence. The Public Prosecutor appealed against the sentence on the second, third and fourth appellants.

Held: (1) the learned trial judge had enough evidence before him which, if believed, would justify his finding the appellants guilty and the appeal court could not disturb his D finding;

(2) although this was a very serious case, the sentences on the second, third and fourth appellants (especially in comparison with the sentence on the first appellant against which no appeal had been brought) were not manifestly excessive or inadequate and it could not be said that the learned trial judge had proceeded on a wrong principle. The sentences must therefore be affirmed.

Case referred to:-

E (1) *Mahbub Shah* v. *King-Emperor* L.R. 72 I.A. 148.

HIGH COURT.

Wan Abdul Majid (Deputy Public Prosecutor) (*Zaki bin Tun Azmi* with him) for the Public Prosecutor.

Radzi Sheikh Ahmad (*Mat Noor* with him) for F the 1st, 2nd and 3rd accused.

Jagjit Singh for the 4th, 5th and 6th accused.

Cur. Adv. Vult.

Harun J.: In this case all six accused are police officers attached to Cheras Police Station, Kuala Lumpur and were jointly charged with committing culpable G homicide not amounting to murder under section 304 Penal Code read with section 34 of the same Code.

The facts are as follows:

Cheras Police Station is the headquarters of the 'C' Division of the Kuala Lumpur Police. 'C' Division includes Kg. Dato Keramat. In 1977 the Police received several reports from members of the public H living in Kg. Dato Keramat that their houses were broken into and articles stolen. The Police set about to stamp out this menace and the Crimes Prevention Branch of 'C' Division was deployed for this purpose. The function of this branch is to take measures to prevent the commission of preventable crimes which includes the rounding-up of suspects and interrogating I them.

At the material time, the Head of the Crimes Prevention Branch at Cheras Police Station was Chief Inspector Lai Kim Hon (the 1st accused). He had under his charge the following officers:

1 Detective Sergeant; 4 Detective Corporals; 12

* See note at [1980] 2 M.L.J. x.